

Section B **Supplies or Services and Prices**

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B.1 Occupational Medical Services

This is a cost reimbursement performance based service contract for the rendering of Occupational Medical Services for the U. S. Department of Energy's Hanford Site. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner all work set forth in Section C, *Statement of Work*. The scope of work under this contract is comprehensive in that the Contractor is expected to perform all technical, operational and managerial functions necessary to provide the occupational medical services, in accordance with the terms of this contract.

B.2 DEAR 970.5232-4 Obligation of Funds (Dec 2000)

- a. Obligation of funds. The amount presently obligated by the Government with respect to this contract is \$ _____. Such amount may be increased unilaterally by DOE by written notice to the contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated collections from others for work and services to be performed under this contract are not included in the amount presently obligated. Such collections, to the extent actually received by the contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract. Nothing in this paragraph is to be construed as authorizing the contractor to exceed limitations stated in financial plans established by DOE and furnished to the contractor from time to time under this contract.
- b. Limitation on payment by the Government. Except as otherwise provided in this contract and except for costs which may be incurred by the contractor pursuant to the Termination clause of this contract or costs of claims allowable under the contract occurring after completion or termination and not released by the contractor at the time of financial settlement of the contract in accordance with the clause entitled "Payments and Advances," payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract, less the contractor's fee and any negotiated fixed amount. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of:
 1. collections accruing to the contractor in connection with the work under this contract and processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract, and
 2. other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.

- c. Notices-Contractor excused from further performance. The contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), plus the contractor's best estimate of collections to be received and available during the-- day period hereinafter specified, is in the contractor's best judgment sufficient to continue contract operations at the programmed rate for only-- days and to cover the contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), less the amount of the contractor's fee then earned but not paid and any negotiated fixed amounts, is in the contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this contract, the contractor shall immediately notify DOE and shall make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the Termination clause of this contract.
- d. Financial plans; cost and encumbrance limitations. In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans, such as Approved Funding Programs, or other directives issued to the contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The contractor agrees
 - 1. to comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives,
 - 2. to comply with other requirements of such plans and directives, and
 - 3. to notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.
- e. Government's right to terminate not affected. The giving of any notice under this clause shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the Termination clause of this contract.

B.3 Estimated Cost and Maximum Award Fee

- a. Pursuant to the FAR Clause 52.216-7, entitled "*Allowable Cost and Payment*," the total estimated cost of this contract is: (to be completed at award).

Table B-1 Estimated Cost and Maximum Award Fee (in thousands)										
Fiscal Year	FY 2004	FY 2005	FY 2006	FY 2007*	FY 2008*	FY 2009*	FY 2010*	FY 2011*	FY 2012*	FY 2013*
Estimated Cost	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----
Maximum Award Fee	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----
Total Cost and Maximum Award Fee	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----	\$-----

* Option year

- b. The performance fee for this contract shall be awarded upon the unilateral determination of the DOE's Fee Determination Official that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the Fee Determination Official's evaluation of the contractor's performance, as measured against the evaluation criteria set forth in the Award Fee Plan. Award Fee available for each period is as set forth in the Award Fee Plan.
- c. The estimated cost for the Transition Period is \$_____. There will be no fee paid for this transition period.

B.4 Option to Extend the Term of the Contract

This contract may be extended at the unilateral option of the Government by written notice to the Contractor 60 days prior to the expiration date of this contract. Further, the Contractor agrees that the stated fees as set forth in Section B.3, *Estimated Cost and Maximum Award Fee*, above will apply to the Option Period(s). The Option Periods may be exercised at the sole discretion of the Contracting Officer and may be exercised unilaterally for any period(s) not to exceed three years. If an option is for a period of less than one year, the fee will be prorated based on the period of the option. (See FAR 52.217-9, *Option to Extend the Term of the Contract*, in Section I.)

Section C

Statement of Work

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C.1 Introduction

This is a cost reimbursement, performance-based services contract for the rendering of occupational medical services at the Hanford Site. The Contractor will provide an integrated occupational medical program for DOE, DOE's Site contractors, and others as directed by the Contracting Officer or designee. The Contractor has the responsibility for total performance under the contract, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the contract. Under the terms of this contract, it is the Contractor's responsibility to develop and implement innovative approaches and adopt practices that foster continuous improvement in rendering of occupational medical services at the Hanford Site. DOE expects the Contractor to produce effective and efficient management structures, systems, and operations that maintain high levels of quality and safety in accomplishing the work required under this contract. The Contractor shall conduct all work in a manner that optimizes productivity, minimizes waste, and fully complies with all applicable laws, regulations, and terms and conditions of this contract.

The mission of the occupational medical program at Hanford is to support site cleanup and other site missions as identified in the *Hanford Strategic Plan* (currently being updated, as of 06/04/2002). The Hanford Site occupational medical program shall also support the goals and objectives established in the *Performance Management Plan for the Accelerated Cleanup of the Hanford Site*. The Hanford Site occupational medical program shall be coordinated with the site Integrated Safety Management System (ISMS). The Hanford Site integrated occupational medical program will include both prevention and treatment.

C.2 Desired Outcomes

The outcomes desired from this occupational medical services contract are as follows:

- a. A Hanford Site workforce that is physically and mentally able to accomplish the duties assigned,
- b. Minimization of Hanford Site workforce downtime (time away from duty), taking into consideration the circumstances/characteristics of the individual illness or injury,
- c. A Hanford Site occupational medical program that is cost-effective and of good value to Hanford Site employees and the United States taxpayer (comparison of costs versus benefits), and
- d. A Hanford Site occupational medical contractor organization that is responsive to the needs of DOE and the other Site prime contractors.

C.3 Desired Objectives

In support of the Outcomes cited in Section C.2 above, the following contract objectives are established:

- a. Provide timely, appropriate and cost-effective tests and examinations, as required in support of the Hanford Site missions (including outsourced/subcontracted ancillary testing and laboratory work),
- b. Provide timely diagnosis and treatment of injuries or diseases,

- c. Provide a medical monitoring program for prior exposures and current potential exposures, with a commensurate action/response program that will be protective of human health and minimize long-term government liability,
- d. Enhance worker health and wellness,
- e. Improve occupational medical service processes and systems for more efficient and effective operation, and
- f. Provide appropriate medical support for emergency preparedness planning, drills, and response to actual emergencies.

C.4 Description of Services

In order to meet the Desired Outcomes cited in Section C.2 above and the Desired Objectives cited in Section C.3 above, the Contractor shall provide a comprehensive suite of occupational medical services to the Hanford Site workforce in a timely and cost-effective manner. The Contractor shall comply with all applicable Federal, State, local and DOE requirements, and where these requirements differ, the Contractor shall comply with the most stringent requirement. In those instances where prudent business judgment and/or standard industry practices indicate compliance with the most stringent requirement is unduly excessive, the Contractor shall provide a written notification and explanation to the Government Contracting Officer and request CO guidance. Where established requirements do not exist, the Contractor shall provide occupational medical services using current best practices in health care and administration. Qualification requirements for professionals providing occupational medical services are provided in Section H.4 *Qualification of Medical Personnel*.

The occupational medical services shall include, but not necessarily be limited to, the following:

a. Medical Monitoring and Qualification Examinations

Medical monitoring and qualification examinations shall be performed in accordance with DOE Directives and Federal, State and local laws and regulations as set forth in Section H.6. The Contractor shall establish unit charges for each exam. These unit charges will be used to invoice DOE. Medical surveillance and qualification examinations will include both initial and periodic examinations.

1. Types of examinations include, but are not limited to:

- i. Pre-placement evaluations, (including assisting site contractor and DOE management to assure the placement of employees in jobs that can be performed in a reliable and safe manner consistent with the requirements of the Americans with Disabilities Act of 1990),
- ii. Medical surveillance examinations and health monitoring, [Note: This work scope includes legacy health issues (see paragraph e. below) which often require the expertise of specialists. One such legacy health issue is Beryllium (Be) disease and beryllium sensitivity. Awareness of Be related health issues has increased significantly over the past year and advances in screening techniques and treatments have been made. This is one area of legacy health issues that is expected to have an

expanded work scope as exposed workers are identified and screening techniques and treatment regimens are improved.]

- iii. Qualification examinations, [including Occupational Safety and Health Act (OSHA) required exams and determinations of employee medical qualifications to perform work in environments that may contain, as applicable, chemical, biological, physical (e.g., construction-site type), and/or radiological hazards],
 - iv. Voluntary periodic examinations (a proactive measure to facilitate the continued health and wellness of employees),
 - v. Work capacity and return-to-work/fitness-for-duty health evaluations, including providing support to site contractor and DOE management in the medical, mental, and substance abuse aspects of personnel reliability,
 - vi. Controlled substances/alcohol testing program in accordance with this statement of work, the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs as administered by the Substance Abuse and Mental Health Services Administration (SAMHSA), 10 CFR 707, Workplace Substance Abuse Programs and DOE Sites, and U.S. Department of Transportation (DOT) 49 CFR Part 382, and 49 CFR Part 40 "Procedures for Transportation, Workplace Testing Programs."
 - vii. Ancillary testing (e.g., diagnostic and screening laboratory tests, audiology screening, electrocardiograms, pulmonary function tests, screening spirometry, visual testing tonometry, x-rays, alcohol and drug testing, mental health testing, cognitive screening, other outsourced laboratory services), and
 - viii. Termination (exit) health evaluations.
2. Each medical examination shall include, but is not limited to, the following:
- i. All medical procedures, medical reports, and processes required for the particular type of medical examination, in accordance with all Federal State, and local laws (such as Occupational Safety and Health Administration and Washington Industrial Safety and Health Administration), and DOE Directives,
 - ii. All professional services, laboratory and medical technician services, administrative support, and other services,
 - iii. A medical notification that communicates results of examinations to employer and employee (Note: only the appropriate information will be communicated to the employee's employer/contractor); and
 - iv. Disposition and disposal of all medical, biological, and other wastes generated from the medical service.
3. Medical examinations shall be scheduled using either the existing computerized scheduling system, or upon prior approval from DOE, a system of the Contractors' own choosing. The Contractor shall manage and coordinate medical examination scheduling

with each of the site contractors and DOE so as to minimize the impact of medical examinations on the work conducted at the Hanford Site.

4. The hours of operation for examination services shall be compatible with the site contractors' and DOE's core hour work schedules.

b. Medical Surveillance

The Contractor shall routinely and systematically analyze medical data gathered in the course of performing monitoring and qualification examinations. These data analyses shall be aimed at early identification of changes in worker health that may be indicative of trends or weaknesses in worker protection features and programs. The Contractor shall notify the Contracting Officer or designee of all adverse trends as they are identified and include all trending program results in the Site Medical Director's Annual Report.

c. Diagnosis and Treatment of Injury or Disease

The contractor shall render timely and accessible occupational primary care and first aid to assure early detection, treatment, and rehabilitation of employees who are ill, injured, or otherwise impaired. Occupational primary care and first aid shall be provided in the 200 East Health Care Center and the Contractor's main clinic. The purpose is to immediately diagnose and treat minor job-related injury or illness and return the employee to work the same day.

The requirements for *occupational* and *non-occupational* injury and/or disease treatments are as follows:

1. Occupational Injury or Disease

- i. The management of occupational injury or disease shall be in accordance with applicable Federal, State and local laws and regulations and DOE requirements.
- ii. Diagnosis and treatment of occupational injury or disease shall be prompt with emphasis placed on rehabilitation and return to work at the earliest time compatible with job safety and employee health.
- iii. Contractor will issue all employees with occupational injuries or illnesses written clearance indicating an employee's suitability to return to work.
- iv. The occupational medical staff shall notify the affected individual(s) and immediate supervision of unhealthy work situations detected during the course of their duties. The Contractor shall also notify the appropriate health and safety groups (health physics, industrial hygiene, or safety) of these situations.

2. Non-occupational Injury or Illness

Hanford Site workers are encouraged to utilize the services of a private physician or medical facility, where these are available, for care of non-occupational injuries or illnesses. However, the Contractor shall assist workers who are ill at work. Care should be available for what is judged a short-term, self-limited condition. Such a policy will contribute to containment of medical costs and encourage an atmosphere of trust for workers. The objective is to return the worker to a state of health in the shortest possible

time consistent with modern medical therapy. Long-term treatment of non-occupational injury and illness is not considered to be a responsibility of the Contractor.

NOTE: In emergencies, Hanford workers shall be given the necessary care required until referred to a private physician or facility.

d. Monitored Care

Monitored care of ill or injured employees by occupational medical physicians is highly desirable to maximize recovery and safe return to work and to minimize lost time and associated costs. Hanford Site contractor and DOE management have the responsibility to advise the Contractor when an employee has been absent because of an illness or injury for 5 or more consecutive workdays, or has experienced excessive absenteeism. Workers' compensation cases shall be monitored, when appropriate, through appropriate return visits, contractor communication with the DOE-RL third party Workers' Compensation claims processor (the third party claims processor for DOE-RL is CCS Holdings, L.P., as of 06/01/02), and physician-to-physician communication with private physicians where applicable. The goal is to assist the employees in their recovery and to facilitate their return to duty at the earliest practical time. Reasonable accommodations or restrictions may be a part of this rehabilitation process and need to be closely coordinated with the human resources department and line management of site contractors and DOE. The contractor's monitored care program should include a work conditioning program(s) to support/expedite fulfillment of fitness-for-duty, work capacity, and qualification requirements.

e. Legacy Health Issues

The Contractor shall implement testing and oversight programs as needed to manage legacy health issues (e.g., beryllium disease/beryllium sensitivity, asbestosis, silicosis, etc.). [Note: This segment of contract work scope is expected to expand, requiring increased contractor time and effort, as additional exposed employees (current and prior) are identified and enhanced screening techniques and treatment regimens are established.]

f. Employee Counseling and Health Promotion

The Contractor shall operate employee counseling and health promotion programs that include:

1. Employee Assistance and Wellness Programs,
2. Health and wellness education (e.g., smoking cessation, hearing protection, workstation ergonomics, fitness and diet, etc.),
3. Assistance for site contractor and DOE management in protecting employees from health hazards in their work environments, and
4. Professional guidance and consultation to site contractor and DOE management on occupational medical and health-related issues (including support for such health initiatives as the Energy Employees Occupational Illness Compensation Program and the Chronic Beryllium Disease Prevention Program).
5. An immunization program (i.e., influenza immunizations), and

6. Fitness-for-duty assessments. The Contractor has the responsibility to make fitness-for-duty determinations on employees for all conditions that may influence performance or work suitability.

g. Occupational Health Process Improvement

The Contractor shall:

1. Assess and implement Hanford Occupational Health Process (HOHP) improvements (e.g., use of technology to improve automation/accessibility/usefulness), and
2. Conduct/review Employee Job Task Analysis (EJTA) evaluations to expand the comprehensiveness/usefulness and improve the reliability/applicability of the HOHP data.

Employee Job Task Analyses (EJTAs) will be prepared by DOE and the Site contractors and provided to the Contractor for processing in the Risk Management Medical Surveillance (RMMS) system that evaluates the medical surveillance requirements based on the hazards identified in the EJTAs.

3. Operate, maintain and improve the RMMS system. The RMMS system is a Hanford-developed software system that analyzes hazard exposure data in EJTAs and assigns medical monitoring and qualification requirements.

h. Records Management

The Contractor shall:

1. Manage, operate and maintain the existing medical records system.
2. Protect the privacy of employees and the confidentiality of all employee medical records.
3. Provide access to employee medical and behavioral health records in a manner consistent with:
 - i. The Privacy Act as codified in 10 CFR 1008, and
 - ii. "Access to Exposure and Medical Records" as codified in 29 CFR 1910.1020 (OSHA Standard).
4. Provide copies of medical records to other professional medical and behavioral health providers and third-party medical claims processor(s) as appropriate.
5. Operate and maintain a central Work Restriction Registry documenting worker restrictions.
6. Provide support for execution of the Energy Employees Occupational Illness Compensation Program and other health initiatives pertaining to current and previous Hanford Site employees, and

7. Provide support to DOE and contractor management and the Office of Epidemiology and Health Surveillance/Office of Health by the collection and analysis, when requested, of employee health data for the purpose of early detection and prevention of occupational and non-occupational illnesses and injuries, thereby reducing morbidity and mortality.

The rendering of occupational medical services includes the requirement that the Contractor update existing medical records with new examination results and create new medical records, where necessary. The medical records shall document all treatment provided, all tests performed, including laboratory and clinic tests, exams, surveillance protocols, and qualification tests. The medical records of the Hanford workforce shall reside on an occupational health information system (currently a government furnished, Oracle-based system), as part of the Hanford Occupational Health Process (HOHP).

- i. Emergency and Disaster Preparedness

The Contractor shall:

1. Provide emergency response support, [e.g., participate in site exercises and drills, participate in site-wide emergency preparedness planning, establish working relationships/memoranda of agreements with other site emergency service providers (e.g., Hanford Patrol, local Hospital(s)],
2. Support the Hanford Site integrated emergency and disaster preparedness planning. The Site Medical Director is responsible for the management and implementation of the medical portion of the site emergency and disaster plan. The medical portion shall be closely integrated with, and made a part of, the overall site emergency and disaster preparedness plan.
3. Support the integration of community emergency and Hanford Site disaster plans. The occupational medical portion of the site emergency and disaster plan is integrated with surrounding community emergency and disaster plans to the extent consistent with the development of a mutual aid and assistance capability. The Site Medical Director shall advise DOE of the actions needed to manage the integration of Hanford occupational medical emergency and disaster planning with the surrounding communities' plans. Integration with the local hospitals will be required in these activities.
4. Support emergency and disaster preparedness preplanning and response requirements. The Contractor shall assist DOE to ensure that the medical portion of the site emergency and disaster response capability is adequate to meet the type and severity of accidents and trauma dictated by the character and history of plant operations and conditions, including preplanning and prearrangements for:
 - i. Onsite capabilities for medical aid and triage, which shall include onsite capability for cardiopulmonary resuscitation, cardiac defibrillation and advanced cardiac life support,
 - ii. Support to DOE in the arrangements for hospital care, which shall include the capability to evaluate and treat injuries resulting from exposure to radiation and/or toxic materials, including internal and external contamination, as appropriate,
 - iii. Services of medical specialists and consultants,

- iv. Medical aid coverage during evacuation operations from facilities and the site, and
- v. Communication with the DOE Emergency Operations Center for the coordination of fire and rescue units, hospitals and hospital teams, and local and State police.

Emergency preparedness and response support shall be provided by licensed physicians. Services may be required to be provided in the Emergency Operations Center located in the basement of the Richland Federal Building, at the local hospitals, in the contractor's main clinic, or at other locations as specified by the Government. In addition to emergencies, this service includes participation in training, drills, and exercises.

j. Health Care Cost Management

The Contractor will provide cost-effective health care recommendations, where available, to DOE and site contractor management. The Site Medical Director may request information regarding lost-time data, workers' compensation case costs, medical and surgical costs by common diagnosis, and inpatient versus outpatient costs from site contractors and DOE. The Site Medical Director will be a resource to site contractor and DOE benefits personnel in managing health care costs and providing advice on the quality and availability of community health care resources.

k. Field/Facility Visits

Occupational Health Examiners (i.e., physicians and physicians' assistants) shall be familiar with employee job tasks, worksite environments, and existing or potential health hazards. Familiarization shall be accomplished by reviews of employee job task analyses (EJTAs), interviews with workers and supervisors, and by visits to work sites and facilities. Visits shall be, when appropriate, coordinated with industrial hygiene, health physics, and safety personnel and management, and should include a review of materials, processes, and procedures used with emphasis on physical, chemical and biological hazards. The information obtained from these interviews and visits may form the basis for recommendations to DOE for corrective actions or preventive measures. These visits shall be conducted at least once a month by each Occupational Health Examiner, who shall document the results of the visit on a Report of a Facility/Site Visit Form. Some facilities on the Hanford Site require personnel to have an L security clearance.

l. Case Management

Case management services shall be provided at the Contractor's main clinic. The purpose of case management is to assist employees' return to work after a medical absence. This includes the preparation of an electronic daily report of work restrictions sent to the employee's management and safety organization.

m. Records and Data Extraction

From time to time, the Government and other organizations will perform epidemiological studies of Hanford health data. The contractor shall provide the necessary personnel to search for, extract and print or transfer via electronic media such records as directed by the Contracting Officer, or designee, to the organizations performing the studies. The instructions regarding the Contractor's participation in these activities may specify the

methods and provisions for addressing the privacy issues of the information provided. The Contractor shall ensure that the DOE CO and/or COR is appraised of any requests received from entities other than DOE-RL. The Contractor shall take no action without prior authorization from the DOE CO or COR.

n. Other Occupational Medical Services

On occasion, the Government may require additional occupational medical services not otherwise described in this contract.

C.5 Site Medical Director's Annual Report

For each fiscal year of the contract, the Contractor shall prepare and submit a written Site Medical Director's Annual Report assessing the state of worker health. The report shall be submitted to the Contracting Officer within 180 days after the end of each fiscal year. The report shall provide information on the relationship of site activities to the health and safety of site personnel. It will identify any trends and analyze their effects. It will present conclusions of the medical surveillance analyses and recommendations to the Government for improvements in protecting worker safety and health. It will also include the results of any special studies directed by the Contracting Officer, or designee. The Contractor shall describe the analyses, present the bases for conclusions, discuss the urgency of the recommendations and explain the benefits to the health and safety of the site workers and the Government. Standards for the analyses and the preparation of the report shall be comparable to that required for acceptance by a peer-reviewed medical journal. The Contractor also may present the results verbally to the Government at a time specified by the Contracting Officer after the report has been submitted.

C.6 Contractor Quality Assurance Plan

The Contractor shall develop, implement, and submit to DOE for approval a Quality Assurance Plan in accordance with the applicable DOE Directive, as cited in Section J, Paragraph J.7 (List of Applicable Directives). The Plan will include a Quality improvement plan that DOE reviews and monitors. The Contractor shall develop and conduct a self-assessment on an annual basis and report the results to DOE annually in the Occupational Medical Program Appraisal.

C.7 Accreditation Requirements

The Contractor shall achieve and maintain accreditation for occupational health services from the Joint Commission for Accreditation of Healthcare Organizations, or the Accreditation Association for Ambulatory Health Care, in accordance with the Contractor's accreditation plan.

C.8 Transition Requirements

The Contractor shall accomplish transition from the existing provider of occupational health services from the time of contact Notice to Proceed with transition, to September 30, 2003. During the transition period, the incumbent contractor will be responsible for delivery of occupational health services.

The Contractor shall assume full responsibility for delivery of occupational health services at the end of the transition period. During the transition period, the Contractor shall plan and prepare for an orderly transfer of responsibilities and accountability from the incumbent contractor.

The Contractor shall implement its proposed Transition Plan, as approved by the Contracting Officer. The activities to be accomplished include, but are not limited to, the following:

- a. Determine staffing needs and make offers to and arrange to transition incumbent employees to the Contractor, as applicable,
- b. Complete all specific milestones identified in the Transition Plan,
- c. Perform a complete inventory of all DOE-owned property for transfer to the Contractor,
- d. Execute any necessary transition agreements with the incumbent contractor; obtain DOE approval before execution by the Contractor,
- e. Submit periodic transition reports as directed by the Contracting Officer,
- f. Prepare and submit the Quality Assurance Plan, and
- g. Establish an accounting/billing system that is acceptable to DOE.

Section D

Packaging and Marking

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D.1 Packaging

Preservation, packaging, and packing for shipment or mailing of all work delivered under this Contract shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation.

D.2 Marking

Each package, report or other deliverable shall be accompanied by a letter or other document that identifies:

- a. the contract by number under which the item is being delivered, and
- b. the deliverable item number or report requirement applicable to the delivered item(s).

Section E

Inspection and Acceptance

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E.1 FAR 52.246-3 Inspection of Supplies--Cost-Reimbursement (May 2001)

a. *Definitions.* As used in this clause:

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of:

1. All or substantially all of the Contractor's business;
2. All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed; or
3. A separate and complete major industrial operation connected with performing this contract.

"Supplies" includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

- b. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- c. The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- d. If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- e. Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.
- f. At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) of this clause, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- g. 1. If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may:
 - i. By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;
 - ii. Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or
 - iii. Terminate the contract for default.
- 2. Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.
- h. Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the non-conformances are due to:
 - 1. Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - 2. The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- i. This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.
- j. The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.
- k. Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 FAR 52.246-5 Inspection of Services--Cost-Reimbursement (Apr 1984)

- a. Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- b. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- c. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

- d. If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- e. If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

E.3 Inspection

Inspection of all products, reports, or services under this Contract shall be accomplished by the Contracting Officer or designee.

E.4 Acceptance

Acceptance of all work and effort under this Contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer or designee.

Section F

Section F Deliveries or Performance

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F.1 Period of Performance

The period of performance (exclusive of the Transition Period) for the work specified in Section C, *Statement of Work*, of this Contract shall commence on October 1, 2003 and continue through September 30, 2006, unless terminated sooner as provided for in other provisions of this contract. The Transition Period shall commence when a written Notice-to-Proceed is issued by the Contracting Officer. The Transition Period shall continue through September 30, 2003.

F.2 Principal Place of Performance

The principal places of performance of this contract shall be the Hanford Site and the Richland, Washington area.

Medical examinations shall be provided in the Richland, Washington area at a single main clinic. The Richland, Washington area is defined as follows: the area bounded on the north by the Hanford Site, on the east by the Columbia River, on the west by the Yakima River, and on the south by Interstate I-182.

In addition to the main clinic in Richland, a satellite clinic shall be maintained at the 200 West Area on the Hanford Site central plateau. The 200 west area clinic will reside in facilities provided by the Government (see floor plan provided in Section J, figure J.3-1)

F.3 Reporting Requirements

The following reports are required from the Contractor. This list is not complete and is subject to change at the sole discretion of the Contracting Officer or designee. The content, format and distribution list of these reports will be determined by the Contracting Officer or designee.

Routine Reporting Requirements			
Title	Content	Frequency	Recipient
Occupational Medicine Program Appraisal	Self-assessment survey instrument for occupational medical program, facilities and professional staff	Annually	Program Office (DOE-RL Site Services Division - SSD)
Report on occupational injuries and illness	Reports number and frequency of illness/injury trended with Gov't vehicle mileage, payroll hours, and property values	Annually	Program Office (SSD)
Tier II Emergency and Hazardous Chemical Inventory	Contractor chemical inventory is included in the site document compiled by the Project Hanford Management Contractor (PHMC), as required by the Emergency Planning and Community Right-To-know Act 312.	Annually	Regulatory Compliance and Analysis Division (RCA), Asst. Mgr for Planning and Integration (AMI)

Routine Reporting Requirements			
Title	Content	Frequency	Recipient
Dangerous Waste and Biennial Waste Minimization Report	Report includes shipping information, waste description and category, and recycling credit for RCRA Wastes (compiled by the Project Hanford Management Contractor [PHMC])	Annually, with quarterly input	PHMC, then DOE HQ, EPA and WA Dept of Ecology
Toxic Chemical Release Inventory Report	Report lists release of EPCRA 313 chemical quantities	Annually	PHMC, then DOE HQ, EPA and WA Dept of Ecology
Site Medical Director's Report	Identify trends and analyze effects, present conclusions of medical surveillance analyses, make recommendations for improvements in protecting worker safety and health	Annually	Program Office (SSD)
Employee Concerns Report	Information on status of employee concerns program -- cumulative, for the fiscal year	Quarterly	Program Office (SSD) and Employee Concerns Program (ECP), Asst. Mgr for Safety and Engineering (AMSE)
Collective Bargaining Agreement	Copy of the Agreement	End of negotiations	Procurement Division (PRO)
Public Voucher (SF-1034)	Incurred costs	Monthly	In accordance with Contract Section G.1, <i>Billing Instructions</i>
Billing Rate Variance Report	Variance between estimated and actual rates for services	As required	Financial Management Division (FMD)
Safeguards and Security Monitoring Activity Report	Substance dependence monitoring program and psychological monitoring	Monthly	Security and Emergency Services Division (SES)
Controlled Substances Inventory	Indicates control and protection of Government property	Semiannually	Site Services Division (SSD)
Report of Records Holdings	Identifies volume of active records being maintained by the Contractor	Annually	Site Services Division (SSD)

Routine Reporting Requirements			
Title	Content	Frequency	Recipient
Records Inventory and Disposal Schedules	Identifies active records and approved schedule for disposition of records	Annually	Site Services Division (SSD)
Report progress on meeting SB/SDB subcontracting goals (SF 294/295)	Reports progress toward Section 3021 ¹ goals by providing the dollar value of subcontract payments and the relationship of those payments to the incurred contract cost.	Annually	Procurement Division (PRO)
Estimates of Onsite Reconciling Transfers	Identifies work performed for other Hanford Site Contractors.	Quarterly	Financial Management Division (FMD)
Budget Call (UNICALL) data gathering and reporting	Budget formulation for the budget year and outyears.	Annually	Financial Management Division (FMD)

¹ Section 3021(a) of the Energy Policy Act of 1992 (P.L. 102-486)

Section G

Contract Administration Data

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G.1 Billing Instructions

a. Public Voucher

The Contractor shall submit to the Government a monthly Public Voucher (SF-1034).

Vouchers are to be submitted as follows:

ORIGINAL TO: Department of Energy
Oak Ridge Financial Service Center
P.O. Box 4307
Oak Ridge, TN 37831

EXPRESS COURIER ADDRESS: Department of Energy
Oak Ridge Financial Service Center - RL
200 Administration Road
Oak Ridge, TN 37830

Copies are to be submitted as follows:

COPY TO: Department of Energy
Procurement Division
P.O. Box 550 - MSIN A7-80
Richland, WA 99352

EXPRESS COURIER ADDRESS: Department of Energy
Procurement Division
825 Jadwin Avenue - MSIN A7-80
Richland, WA 99352

COPY TO: Department of Energy
Site Services Division
P.O. Box 550 - MSIN A2-15
Richland, WA 99352

EXPRESS COURIER ADDRESS: Department of Energy
Site Services Division
825 Jadwin Avenue - MSIN A2-15
Richland, WA 99352

COPY TO: Department of Energy
Financial Management Division
P.O. Box 550 - MSIN A7-88
Richland, WA 99352

EXPRESS COURIER ADDRESS: Department of Energy
Financial Management Division
825 Jadwin Avenue - MSIN A7-88
Richland, WA 99352

Original and copies of invoices are to be transmitted simultaneously. When appropriate, invoices may be transmitted by Hanford plant mail or hand delivered. Invoices not simultaneously submitted to all addressees may be rejected or have payment delayed. Advance faxed copies will also be provided as specified by the Government.

b. Details of Monthly Billings

1. Public Voucher (form 1034) will list the total costs incurred by cost element segregated into monthly and cumulative costs to date amounts, including fee. In addition, this data shall be furnished in an electronic file as directed by the Contracting Officer.
2. Billing by medical service category

Each Public Voucher will be accompanied by a breakdown showing medical services provided showing total charges using the DOE approved rates. These charges will be divided into categories (by service recipients, or other categories) as directed by the Contracting Officer and provided by an electronic file to meet DOE's needs.

G.2 RL Property Administration

The point of contact for contract administration relating to Government property is as follows:

U. S. Department of Energy
Richland Operations Office
Property Management Officer
Site Services Division, MSIN: A2-15
P.O. Box 550
Richland, WA 99352

G.3 Contracting Officer's Representative (COR) Technical Direction - Notification of Changes

- a. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this Contract.
- b. Performance of the work under this Contract shall be subject to the technical direction of the COR. The COR will be designated in writing by the Contracting Officer. The designation letters will include the COR's authority, responsibility, and limitations; a copy of the designation letter will be provided to the Contractor by the Contracting Officer.

The term "technical direction" is defined to include, without limitation:

1. Directions to the Contractor that redirect the Contract effort (change control), shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual *Statement of Work*, found in Section C;
2. Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description;

3. Review and, where required by the Contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract; and
 4. Performance of technical monitoring, inspection, approval of shop drawings, testing, approval of samples, engineering evaluation, monitoring schedules and deliverables, and other functions not involving a change in the scope, price, or terms or conditions of the Contract.
- c. Technical direction must be within the *Statement of Work* (see Section C) stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:
1. Constitutes an assignment of additional work outside the *Statement of Work* (see Section C);
 2. Constitutes a change, as defined in Contract clause entitled *Changes* (see Section I);
 3. Changes any of the express terms, conditions, or specifications of the Contract; or
 4. Interferes with the Contractor's right to perform the terms and conditions of the Contract.
- d. All technical directions shall be issued in writing by the COR.
- e. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.
- f. If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in paragraphs c.1 through c.4 above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instructions or direction, and shall request that the Contracting Officer modify the Contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:
1. The date, nature, and circumstances of the conduct regarded as a change.
 2. The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct.
 3. The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct.
 4. In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration.
 5. The particular elements of Contract performance for which the Contractor may seek an equitable adjustment under this clause, including:
 - a. What Contract line items have been or may be affected by the alleged change;

- b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change; and
 - d. What adjustments are estimated to Contract costs, delivery schedule, and other provisions affected by the alleged change.
6. The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer will do one of the following:
- a. Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract and does not constitute a change under the "Changes" clause;
 - b. Inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
 - c. Advise the Contractor that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.
- g. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the statement of Work of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the Contract clause entitled *Disputes*, in Section I, *Contract Clauses*.

G.4 Modification Authority

As stated above and notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the only individual on behalf of the Government authorized to:

- a. Accept nonconforming work,
- b. Waive any requirement of this Contract, and/or
- c. Modify any term or condition of this Contract.

Section H Special Contract Requirements

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H.1 Reserved

H.2 Definitions

- a. **Employee Job Task Analysis.** The analysis performed to systematically identify and evaluate the potential impacts of the chemical, physical, and biological hazards that employees will face in the performance of their jobs, as described in the employee's individual job or position description. This analysis is updated annually, or as often as the employee's job or position description is changed. This analysis serves as the basis for determining whether or not the employee will be enrolled in a medical surveillance program and the personal protective equipment that the employee will have to routinely use in the course of work.
- b. **Job Hazard Analysis.** The analysis performed to systematically identify and evaluate the potential impacts of the chemical, physical, and biological hazards that a particular work assignment, work order, project or work package will present to workers assigned to the task(s). The results of the Job Hazard Analysis are compared against the Employee Job Task Analysis for each worker assigned to the job to determine whether additional medical surveillance or personal protection equipment is warranted by the hazards.
- c. **Limited Area.** A security area for the protection of classified matter where guards, security inspectors, or other internal controls can prevent access to classified matter by unauthorized persons.
- d. **Protected Area.** A specifically defined area that is enclosed by physical barriers (e.g. walls or fences), subject to access controls, surrounding a material access area or containing Category II special nuclear material, and which meets the standards of the applicable DOE directive.

H.3 Key Personnel Requirements

- a. Pursuant to the clause in Part II, Section I, paragraph I.12, entitled "Key Personnel" (DEAR 952.215-70), the Contractor's key personnel are as follows:
 - 1. **Principal Contract Manager:** The Principal Contract Manager (PCM), who has overall management, operating and contracting authority for the Contractor, shall have a minimum of 5 years of previous, recent, management and supervisory experience in a similar position and having managerial/supervisory oversight of the type of work scope described in Section C. In addition, the PCM shall possess a technical or business administration Bachelor's degree from an accredited college or university. A Bachelor's degree in the health administration field is desirable. A Master's degree in business administration or the health management field is also desirable.
 - 2. **Site Medical Director:** The Site Medical Director, who has responsibility for overseeing the provision of Hanford Occupational Medical services and advising DOE on medical issues, shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) degree; be licensed to practice medicine in the State of Washington; have completed residency training and board certification in Occupational and Environmental Medicine (OEM), Aerospace Medicine (AM), or Public Health & Preventive Medicine (PM) by the appropriate Medical or Osteopathic Medical certifying board. The director shall have a minimum of 3 years experience in the oversight and management of occupational medical programs similar in complexity and type to the services described in Section C, *Statement of Work*.

3. Clinic Director: the clinic director, who has operational responsibility for the provision of all medical services, shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O) degree, and be licensed to practice medicine in the State of Washington. In addition the Director shall be certified for the practice of occupational medicine by the American Board of Preventive Medicine or the American Osteopathic Board of Preventive Medicine. The Director shall have a minimum of 3 years experience in the provision of occupational medical services similar in complexity and type to the services described in Section C, *Statement of Work*.
4. Case Manager: the Case Manager, who has responsibility for providing initial and follow-up care for occupational injuries or illnesses, shall be a currently licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) in the State of Washington. The Case Manager shall be Board eligible in a primary care specialty (e.g., Occupational and Environmental Medicine, Internal Medicine, Family Practice, Emergency Medicine, Physical Medicine and Rehabilitation); with experience in:
 - a) provision of primary occupational health care, workers' compensation or other health benefits utilization case review and management,
 - b) provision of worker placement programs and services in business, industry or military,
 - c) provision of independent medical evaluations/second opinion services or certification as an Independent Medical Examiner (CIME), and
 - d) design and development of Functional Capacities Evaluations (or objective tests for human skills, strength, stamina and agility).

The Case Manager shall have familiarity with and knowledge of the complex legal environment and requirements of the Civil Rights Act of 1964, Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The case manager shall have successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training.

5. Substance Abuse Manager/Medical Review Officer: the Substance Abuse Manager/Medical Review Officer, who has responsibility for evaluating employees with substance abuse disorders and making placement recommendations shall be a currently licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) in the State of Washington. This Officer shall have completed an internship or one year of residency in a primary care specialty (Occupational and Environmental Medicine, Internal Medicine, General Practice, Family Practice, Emergency Medicine, or Psychiatry). This Officer shall have experience:
 - a. in providing primary health care,
 - b. in providing primary occupational health care,
 - c. as a Medical Review Officer with oversight of substance abuse rehabilitation;

This Officer shall have successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training.

- b. It having been determined that the employees whose names appear in Section J, or persons approved by the Contracting Officer as persons of substantially equal abilities and qualifications, are necessary for the successful performance of this Contract, the Contractor agrees to assign such employees or persons to the performance of the work under this Contract and shall not reassign or remove any of them without the consent of the Contracting Officer. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under the Contract, the Contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualifications.

H.4 Qualification of Medical Personnel

The requirements for medical personnel, other than those listed in Section H.2, *Key Personnel Requirements*, are as follows:

- a. Physicians: physicians shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) degree, currently licensed to practice in the State of Washington. Physicians shall have completed an internship or one year of residency in a primary care speciality (e.g., Occupational and Environmental Medicine, Internal Medicine, Family Practice, Emergency Medicine, Aerospace Medicine, Public Health & Preventive Medicine, Physical Medicine and Rehabilitation). The physicians shall have experience in the provision of primary occupational health care and general medical care and successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training. It is highly desirable that physicians be board certified in Occupational and Environmental Medicine.
- b. Physician Assistants: physician assistants shall be licensed in the State of Washington (Revised Code of Washington - RCW, Title 18, Chapter 18.71A applies). The physician assistants shall have clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the American Heart Association (AHA) Basic and Advanced Cardiac Life Support (BLS, ACLS).
- c. Nurse/Nurse Practitioner: nurses and nurse practitioners [i.e., Registered Nurses (RN), Licensed Practical Nurses (LPN), Nurse Practitioners (NP), Advanced Registered Nurse Practitioners (ARNP)] shall be licensed in the State of Washington (RCW, Title 18, Chapter 18.79 applies). They shall have clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the American Heart Association (AHA) Basic and Advanced Cardiac Life Support (BLS, ACLS).

H.5 Use of DOE Property

The Contractor may propose the use of Government-owned facilities, equipment and other property on a non-interference basis for private work and private work for other entities. The Contractor agrees to reimburse DOE for such use on a full-cost recovery basis at rates approved by the Contracting Officer.

H.6 Reserved

H.7 Reserved

H.8 Health and Safety

- a. The Contractor shall take all reasonable precautions in the performance of the work to protect the safety and health of employees and the public.
- b. The Contractor shall comply with Hanford requirements for work performed on the Hanford Site, including requirements for activities conducted in areas that may contain chemical, biological, physical, and/or radiological hazards.
- c. Contractor employees that 1) require access to Hanford Site radiologically controlled areas, 2) require access to the Emergency Decontamination Facility, and/or 3) are located at the First Aid Stations on the Hanford Site may be required to use Hanford Site dosimetry and shall comply with Hanford Site dosimetry requirements. Dosimetry will be provided to these employees at no charge to the Contractor.
- d. The Contractor is responsible for compliance by its employees and subcontractors with the health and safety requirements of this Contract. DOE reserves the right to direct in writing that the Contractor remove any employee and/or subcontractor employee from the Hanford Site who fails to comply with health and safety requirements of this Contract. If the Contractor fails to comply, DOE may cause removal of the employee from the Hanford Site.
- e. Failure by the Contractor to comply with any of the health and safety requirements set forth in this Contract may constitute a material breach of contract.

H.9 Security Requirements

a. Citizenship

Each Contractor and subcontractor employee who requires authorization to have access to the Hanford Site must be a citizen of the United States or a foreign national with proper, advance DOE authorization.

b. Property Passes

Property passes are necessary for the movement of Government property and/or prohibited articles into and out of limited and/or protected areas of the Hanford Site. DOE will advise the Contractor of procedures applicable to this Contract.

c. Employee Access

Contractor employees without appropriate levels of security clearance may require security escort when access to Limited and/or Protected Areas of the Hanford Site is required.

d. Picture Security Badges

1. Each Contractor and subcontractor employee must have a picture (photo) security badge for access to any area within the Hanford Site. Picture badges are not required for visitors

whose stay is for 30 days or less; in such cases, badges without photos are required. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify themselves.

2. Security badges will be valid only for the duration of the contract or shorter period of time as determined by the Government.
3. A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.
4. The Contractor will ensure that each Contractor and subcontractor employee returns his/her badge to the issuing office whenever any one of the following occurs, but in any event, before final payment:
 - i. when Contract work is completed.
 - ii. when Badge is no longer needed.
 - iii. when Badge becomes void for any reason.
5. A charge of \$250.00 will be assessed to the Contractor for each security badge not returned within the times specified above. Such charges will be deducted from payments otherwise due the Contractor.
6. Lost security badges shall be reported to the issuing office as soon after the loss as possible.

e. Safety and Security Orientation

Each employee of the Contractor and subcontractor must receive a safety and security orientation briefing before being issued a security badge.

f. Prohibited Articles

The following items can only be brought onto the Hanford Site under strict controls: 1) weapons including but not limited to firearms, explosives, or incendiary devices; 2) nonprescription narcotics or dangerous drugs and/or controlled substances; 3) alcoholic beverages; and/or 4) other items similar in effect or purpose to any of the above.

1. Employees who transport, possess, or use prohibited articles within either a controlled access or administratively controlled area (including Limited and Protected Areas of the Hanford Site) are required to have in their possession a valid Prohibited Articles Pass. In addition, a Prohibited Articles Pass is required for cameras and camera equipment when used inside the 100, 200, 300, and 400 Limited Areas.
2. Upon notification that an employee of the Contractor or a subcontractor is found to possess or is suspected of possessing narcotics, dangerous drugs, and/or controlled substances on the Hanford Site, the company for whom the individual works shall be notified that the employee's security badge is to be returned to Safeguards and Security

and that the employee's work site access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.

3. Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs, and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Hanford Site will be denied for a minimum of one (1) year.

H.10 Required Insurance

- a. The Contractor shall procure and maintain during the entire period of performance under this Contract the following minimum insurance coverage:
 1. Comprehensive General Liability: \$500,000 per occurrence;
 2. Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage;
 3. Employer's liability coverage: \$100,000 except in states where worker's compensation may not be written by private carriers;
 4. Medical Malpractice: as required to maintain hospital privileges for provision of Emergency Preparedness Support; and
 5. other as required by State Law.
- b. Before commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this Contract is to be performed and in no event less than 30 days after written notice to the Contracting Officer.
- c. The Contractor shall include the requirements of this clause in all subcontracts.
- d. Nothing herein shall relieve or limit the liability of the Contractor for losses and damages to person or property in amounts that are at or below the minimum insurance coverage required by this clause.

H.11 Reserved

H.12 Reserved

H.13 First Right of Employment for the Workforce of the Incumbent

- a. In filling employment positions deemed necessary by the Contractor for work under the Contract other than for management positions, the Contractor agrees to hire qualified employees (those who are or can, in the judgment of the Contractor, become qualified by the time the work commences) from the workforce of the incumbent contractor. The number and type of positions to be established, the salary/pay rate ranges for all positions, and the terms

and conditions of such employment, except as noted below, are at the sole discretion of the Contractor. For purposes of this Contract, management positions are defined as those above the first-line managerial/supervisory level and as those typically responsible for subordinate staff, budget oversight, and/or policy-making decisions.

- b. Employees currently employed by the incumbent contractor, other than management positions, who are offered and accept employment with the Contractor, will be paid base salary/pay rates equivalent to the base salary/pay rates that are then being paid by the incumbent at the time of the offer, if the positions for which they are being hired entail duties and responsibilities substantially equivalent to the positions last held with the incumbent contractor.
- c. The Contractor shall credit the length of service of employees currently employed by the incumbent contractor who are hired for work under the Contract toward the service period required for benefits of this Contract relating to vacations, sick leave, health insurance, layoff, recall, or other benefits. This includes accepting severance pay credits earned by the employees of the incumbent contractor to the extent that the employees have not exercised any severance pay rights with the incumbent contractor.
- d. After operations begin, subsequent vacant positions, other than those covered under paragraph a. above, shall be filled in accordance with the Contractor's normal business practices, subject to any other applicable requirements of this Contract, including Section 3161 of the National Defense Authorization Act for Fiscal Year 1993.

H.14 Labor Relations

- a. The Contractor will respect the rights of employees to 1) organize, form, join, or assist labor organizations; bargain collectively through representatives of the employees' own choosing; and engage in other protected concerted activities for the purpose of collective bargaining; or 2) refrain from such activities.
- b. To the extent required by law, the Contractor shall give notice to any lawfully designated representative of its employees for purposes of collective bargaining and, upon proper request, bargain in good faith, or otherwise satisfy applicable bargaining obligations.
- c. The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations developments at the prime or subcontract level that involve or appear likely to involve:
 - 1. possible strike situations affecting the facility;
 - 2. referral to the Energy Labor-Management Relations Panel;
 - 3. the National Labor Relations Board at any level;
 - 4. recourse to procedures under the Labor-Management Act of 1947, as amended, or any other Federal or State labor law; or
 - 5. any grievance that may reasonably be assumed to be arbitrated under a Collective Bargaining Agreement.

H.15 DOE Mentor-Protégé Program

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small businesses, firms certified under the section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities, and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Using the provisions set forth in DEAR 919.70, the Contractor shall Mentor at least one active Protégé company at all times during the performance on this contract. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract.

H.16 Continuity of Insurance Coverage

The Contractor shall provide for continuity of insurance coverage of employees of the incumbent contractors and their predecessors who are absent and receiving payments under the following programs: Long Term Disability, Short Term Disability, and Workers' Compensation, and including any then current COBRA (Consolidated Omnibus Budget Reconciliation Act) participation in a health benefits insurance program. Such insurance coverage shall be provided under the same terms and conditions as provided in existing programs, including the right of management to change those terms and conditions, where applicable.

The Contractor shall provide for continuity of insurance coverages (health, life, other, as applicable) of employees who have retired from the incumbent contractors or their predecessors to the extent currently provided by the incumbents. Such insurance coverage shall be provided under the same terms and conditions as provided in existing programs, including the right of management to change those terms and conditions where applicable.

H.17 Assignment of This Contract

DOE reserves the right to assign this Contract to any Federal agency or onsite contractor for Contract administration. The rights and obligations of the Contractor shall not be adversely affected in any material respect as a result of such assignment. Written notice will be provided to the Contractor if an assignment is made. No claim for additional costs will be considered by reason of any assignment under this provision.

H.18 Audit

The Contractor agrees to conduct an audit and examination satisfactory to DOE of the records, operations, expenses, and the transactions with respect to costs claimed to be allowable under this contract annually and at such other times as may be mutually agreed upon. The results of such audit including the working papers, shall be submitted or made available to the Contracting Officer. This clause does not supersede the Government's right to audit.

H.19 Financial Management

- a. The contractor shall maintain and administer a financial management system that meets DOE needs. The system should: 1) operate a DOE approved billing process that charges cost to the onsite users for the various medical services; 2) provide proper accounting in accordance with Generally Accepted Accounting Principles, and applicable Cost Accounting Standards, except as modified by DOE requirements; 3) provide accurate and reliable financial and

statistical data on a timely basis; 4) ensure accountability for all assets; 5) support financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as Budget and Reporting Numbers (B&R), activity data sheet numbers (ADS), and local projects/tasks; and 6) maintain cost control within authorized funding. The Contractor will be requested, periodically, to provide certain functional cost information not normally provided to DOE on a routine basis, but should be otherwise available through query of the Contractor's accounting system.

- b. The Contractor shall submit a plan for DOE approval of any substantive change to the financial management system at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the new system(s) to the existing system(s).

H.20 Total Available Fee: Base Fee Amount and Performance Fee Amount

- a. Total available fee. Total available fee, consisting of a base fee amount (which may be zero) and a performance fee amount (consisting of an incentive fee component for objective performance requirements, an award fee component for subjective performance requirements, or both) determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances" (Section I).
- b. Determination of Total Available Fee Amount Earned.
 1. The Government shall, at the conclusion of each specified evaluation period, evaluate the contractor's performance of all requirements, including performance based incentives completed during the period, and determine the total available fee amount earned. At the contracting officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements.
 2. For this contract, the Government Fee Determination Official (FDO) will be the Assistant Manager for Infrastructure and Closure (AMC). The contractor agrees that the determination as to the total available fee earned is a unilateral determination made by the Government FDO.
 3. The evaluation of contractor performance shall be in accordance with the Performance Evaluation and Measurement Plan(s) described in subparagraph (c) of this clause unless otherwise set forth in the contract. While it is recognized that the primary basis for determination of the fee shall be the evaluation by the Government in accordance with the Performance Evaluation Plan (PEP), the FDO may also consider any information available to him or her which relates to the Contractor's performance of contract requirements regardless of whether or not those requirements are specifically identified in the PEP. To the extent the Contractor does not perform those requirements, the FDO may reduce the fee determination. The Contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. In the event that the contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirement, it will be considered by the Government FDO, who may at his/her discretion adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clause entitled, "Conditional Payment of Fee, Profit, or Incentives" if contained in the contract.

4. Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.
- c. Performance Evaluation and Measurement Plan(s). To the extent not set forth elsewhere in the contract:
 1. The Government shall establish a Performance Evaluation and Measurement Plan(s) upon which the determination of the total available fee amount earned shall be based. The Performance Evaluation and Measurement Plan(s) will address all of the requirements of contract performance specified in the contract directly or by reference. A copy of the Performance Evaluation and Measurement Plan(s) shall be provided to the Contractor:
 - i. prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or
 - ii. not later than thirty days prior to the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the contracting officer.
 2. The Performance Evaluation and Measurement Plan(s) will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria should be objective, but may also include subjective criteria. The Plan(s) shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.
 3. The Performance Evaluation and Measurement Plan(s) may, consistent with the contract statement of work, be revised during the period of performance. The contracting officer shall notify the contractor:
 - i. of such unilateral changes at least ninety calendar days prior to the end of the affected evaluation period and at least thirty calendar days prior to the effective date of the change;
 - ii. of such bilateral changes at least sixty calendar days prior to the end of the affected evaluation period; or
 - iii. if such change, whether unilateral or bilateral, is urgent and high priority, at least thirty calendar days prior to the end of the evaluation period.
- d. Schedule for total available fee amount earned determinations. The Government FDO shall issue the final total available fee amount earned determination in accordance with: the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the contracting officer of the Contractor's self-assessment, if one is required or permitted by paragraph (f) of this clause, or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and contracting officer agree. If the contracting officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days (or such other time period as mutually agreed to between the contracting officer and the

Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period.

- e. Contractor self-assessment. Following each evaluation period, the Contractor shall submit a self-assessment within 7 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.

H-21 Additional Government Furnished Property and Services

In addition to the Government equipment listed in Attachment J-2 in Section J, the Government will also provide to the Contractor all of the Government owned property in the possession of the incumbent medical services contractor on the last day of the transition period. This additional property includes motor vehicles, office furniture, office supplies, telecommunications equipment (includes desk telephones), computer software, medical supplies, pharmaceuticals, and other property incidental to the performance of the required services. The Contractor may utilize the Federal Telecommunications System (FTS), the Hanford Site's local area computer network and associated computer network support, and other similar services for the sole purpose of contract performance.

H-22 Payment of Fee

The Contractor may list the total amount of the unpaid annual performance fee earned on the first monthly voucher after the Government has formally notified the Contractor of the amount earned in accordance with the Performance Evaluation Plan. Monthly vouchers may also include an amount based on the portion of the annual performance fee that is anticipated to be earned during the current performance year. The maximum amount to be listed shall be established in writing by the Contracting Officer. The Government may revise or withdraw the authorization for payment of anticipated performance fee at any time at the sole discretion of the Contracting Officer. In the event the performance fee evaluation results in an amount of performance fee earned that is less than the sum of the payments of anticipated performance fee, the Contractor will promptly repay the difference to the Government. Repayment shall be made either by check or by offset against payments of fee or cost otherwise due to the Contractor.

H.23 Workers' Compensation

Pursuant to the Revised Code of Washington (RCW) Title 51, the Department of Energy (DOE), Richland Operations Office (RL) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by the workers' compensation statutes shall, for performance of

work under this contract, including work of pre-selected subcontractors, be subject to the following:

- a. The terms of a Memorandum of Understanding (MOU) with the Washington Department of Labor and Industries (L&I) by which, DOE has agreed to perform all functions required of self-insurers in the State of Washington. While this MOU is in effect, the Contractor is not required to pay for workers' compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.
- b. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer for transmittal to the L & I), such payroll records required by the workers' compensation laws of the State of Washington.
- c. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer), for transmittal to the Washington Department of Labor and Industries, the accident reports provided for by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE or the L&I pursuant to the workers' compensation laws of the State of Washington.
- d. The Contractor shall take such action, and only such action, as DOE (or other party as designated by the Contracting Officer) requests in connection with any accident reports, including assistance in the investigation and disposition of any claim there under and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- e. The Contractor shall be responsible for making all payments and submitting all reports required by RCW Title 51, Section 51.32.073.

H.24 Subcontracting Plan

The Contractor's Subcontracting Plan number _____, dated _____, is incorporated in this contract at Section J.6.